

Kathleen C. Jeffries (State Bar #110362)
SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY, LLP
2 North Lake Avenue, Suite 460
Pasadena, California 91101
Telephone: (626) 795-4700
Facsimile: (626) 795-4790
kjeffries@scopelitis.com

Attorneys for Defendants
YRC INC. AND YRC LOGISTICS SERVICES, INC.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

UNITED ROAD TOWING, INC.,)	Case No. 10 CV 1038 DMS RBB
Plaintiff,)	
v.)	ANSWER OF DEFENDANTS YRC INC.
YRC INC., YRC LOGISTICS)	AND YRC LOGISTICS SERVICES, INC.
SERVICES, INC, and DOES 1 to 10,)	TO FIRST AMENDED COMPLAINT OF
Defendants.)	PLAINTIFF UNITED ROAD TOWING,
)	INC.

Defendants YRC Inc. and YRC Logistics Services, Inc. (collectively
“YRC”) answer the first amended complaint of plaintiff United Road Towing,
Inc. (“plaintiff”) on file herein as follows:

FIRST DEFENSE

1. YRC admits the allegations of paragraph 1 of said
complaint.

2. YRC admits the allegations of paragraph 2 of said
complaint.

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1 3. In answer to the allegations of paragraph 3 of said
2 complaint, YRC admits and alleges that, at the time of delivery of the subject
3 copy machine by YRC on July 13, 2009, no notation of damage was made by
4 the consignee on the applicable delivery receipt and no damage was reported
5 to YRC for 18 days thereafter. Except as herein specifically admitted and
6 alleged, YRC denies each and every allegation contained in said paragraph.

7 4. YRC denies each and every allegation contained in
8 paragraph 4 of said complaint.

9 5. YRC denies each and every allegation contained in
10 paragraph 5 of said complaint.

11 6. YRC denies each and every allegation contained in
12 paragraph 6 of said complaint, and further specifically denies that plaintiff
13 has been damaged in any sum whatsoever or at all by YRC.

14 SECOND DEFENSE

15 7. The transportation of the property which is the subject of
16 this action was subject to the contract terms and conditions of the Uniform
17 Domestic Straight Bill of Lading as set forth in the applicable tariffs and
18 classifications concerning said transportation.

19 8. Section 5(a) of said contract terms and conditions provides
20 in pertinent part as follows:

21 “In all cases not prohibited by law, where a lower value than
22 the actual value of the said property has been stated in
23 writing by the shipper or has been agreed upon in writing as
24 the released value of the property as determined by the
25 classification or tariffs upon which the rate is based, such

1 lower value plus freight charges if paid shall be the
2 maximum recoverable amount for loss or damage, whether
3 or not such loss or damage occurs from negligence.”

4 9. Without admitting that plaintiff has been damaged in any
5 sum whatsoever, or at all, YRC alleges that the released value of said property
6 was agreed upon to be \$1.00 per pound and, therefore, by virtue of the
7 provisions of said Section 5(a), in no event can the amount of any liability of
8 YRC exceed said released value.

9 THIRD DEFENSE

10 10. The transportation of the property which is the subject of
11 this action was governed by all classes and rules contained in the applicable
12 tariffs and classifications maintained by YRC.

13 11. YRC hereby asserts any and all defenses available to it as
14 set forth in said classes and rules and in addition to those specifically alleged
15 above.

16 FOURTH DEFENSE

17 12. By the exercise of reasonable effort, plaintiff could have
18 mitigated the amount of damages allegedly suffered, but plaintiff failed and
19 refused to exercise such reasonable efforts to mitigate said damages.

20 13. By virtue of the foregoing, in no event is YRC liable to
21 plaintiff with respect to said damages or in any sum whatsoever or at all.

22 FIFTH DEFENSE

23 14. Without admitting that plaintiff has been damaged in any
24 sum whatsoever or at all, YRC is informed and believes and based upon such
25 information and belief alleges that if plaintiff had suffered any damages as
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1 alleged in its complaint, such damages were proximately caused in whole or in
2 part by plaintiff's own negligent or intentional acts or omissions; and any
3 damages otherwise recoverable by plaintiff should be reduced in the
4 proportion to which the same results from its own said conduct.

5 SIXTH DEFENSE

6 15. The acts and/or omissions of YRC, if any, as alleged by
7 plaintiff in said complaint as causing the damage to the subject property were
8 solely and wholly those of others and not of YRC.

9 SEVENTH DEFENSE

10 16. Said complaint fails to state a cause of action against YRC
11 upon which relief can be granted.

12 WHEREFORE, defendants YRC Inc. and YRC Logistics
13 Services, Inc. pray for judgment as follows:

- 14 1. That plaintiff take nothing by its complaint;
15 2. That said complaint be dismissed with prejudice;
16 3. For YRC's costs of suit incurred herein; and
17 4. For such other and further relief as this Court may deem
18 just and proper.

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20 Dated: June 8, 2010

SCOPELITIS, GARVIN, LIGHT, HANSON &
FEARY, LLP

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23 By: /s/ Kathleen C. Jeffries
Kathleen C. Jeffries
Attorneys for Defendants
24 YRC INC. and YRC LOGISTICS
25 SERVICES, INC.
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, **Kathleen C. Jeffries**, am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 2 North Lake Avenue, Suite 460, Pasadena, California 91101.

On, June 8, 2010, I served the foregoing document described as **ANSWER OF DEFENDANTS YRC INC. AND YRC LOGISTICS SERVICES, INC. TO FIRST AMENDED COMPLAINT OF PLAINTIFF UNITED ROAD TOWING, INC.** on interested parties in this action **VIA ELECTRONIC FILING TO:**

David R. Sidran – dsidran@toschisidran.com

Executed on June 8, 2010, at Pasadena, California.

/S/ Kathleen C. Jeffries
Kathleen C. Jeffries